_____

BIDDER

_____

BIDDER'S ADDRESS

_____

TELEPHONE AND FAX NUMBER

SPECIFICATIONS
FOR
TRACKLESS TRACTOR

TOWNSHIP OF POHATCONG
COUNTY OF WARREN

_____ 2014

MAYOR

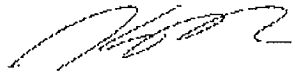
JAMES R. KERN, III

TOWNSHIP COUNCIL

MARY VAN LIEU
FRANK BECKER
DAVID SLACK
ANTHONY VANGELI

WANDA KUTZMAN, TOWNSHIP CLERK

KEVIN P. BENBROOK, TOWNSHIP ATTORNEY



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KEVIN P. BENBROOK, ESQUIRE

BENBROOK & BENBROOK
1734 Route 31 North, Suite 1
Clinton, New Jersey 08809

TOWNSHIP OF POHATCONG

CHECKLIST

TRACKESS TRACTOR:

SUBMISSION DATE: December 16, 2014 by no later than 7:00 p.m.

The following items, as indicated below (X), shall be provided with the receipt of sealed submissions:

1. Non-Collusion Affidavit ..... _____
2. Disclosure of Ownership Form..... _____
3. Completed Specifications ..... _____
4. Affirmative Action Affidavit..... _____
5. Copy of your ***Business Registration Certificate*** as issued by the State of New Jersey, Department of Treasury, Division of Revenue..... _____
6. Signed Bid Proposal ..... _____

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NOTICE TO BIDDERS

NOTICE is hereby given that sealed bids will be received by the Pohatcong Township Clerk for a new Tractor with accessories and equipment as set forth in accordance with the detailed Technical Specifications and will be opened and read in public at the Pohatcong Township Municipal Building located at 50 Municipal Drive, Phillipsburg, New Jersey on December 16, 2014 at 7:00 p.m., prevailing time.

Specifications and bid documents for the proposed item and approved by the Township Council have been filed in the office of the Township Clerk, 50 Municipal Drive, Phillipsburg, New Jersey 08865 and may be inspected by prospective bidders during regular business hours. Bidders will be furnished with a copy of the specifications by the Township Clerk upon proper notice. The Bid is also available online at **www.pohatcongtwp.org**.

Bids must be made on standard proposal forms in the manner designated therein and required by the specifications, must be enclosed in sealed envelopes bearing the name and address of bidder and plainly marked on the outside "Tractor," addressed to the Pohatcong Township Clerk, and must be accompanied by a certified check, cashier's check or bid bond for not less than ten (10) percent of the total amount bid, and be delivered at the place and on the hour above named or prior to date of bid opening. The Pohatcong Township Council reserves the right to reject any and all bids when found in the interest of the Township Council to do so.

All contractors are required to comply with the requirements of N.J.S.A. 52:32-44 (Business Registration of Public Contractors), N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. (Contract Compliance and Equal Employment Opportunities in Public Contracts).

Submissions by Corporations and Partnerships shall include a completed Disclosure of Ownership from (N.J.S.A. 52:25-24.2) and shall include a completed Non-Collusion Affidavit.

The Township reserves the right to reject any or all submissions due to any defects or waive informalities and accept any submissions that in their judgment will be in the best interest of the Township. The Township shall award the contract or reject all submission no later than 60 days from receipt of same.

By Order of the Pohatcong Township Council

WANDA KUTZMAN, POHATCONG TOWNSHIP CLERK

INFORMATION TO BIDDERS

1. Authorization and Professional Status

A. If general specifications call for the provision of equipment to be purchased by the Township as part of this project, the bidder must be an individual, firm or partnership of recognized standing in the sale of the required equipment and must be authorized by the manufacturer to supply and service the type, make and model of equipment for which a bid is submitted.

The Township reserves the right to require evidence of authorization by the manufacturer and of the bidder's ability to service the required equipment. If such evidence is required as part of the bidding procedure, the nature of the evidence will be stated in the general provisions of these specifications.

The bidder hereby agrees to accept all costs for the transportation of said Tractor to and from the designated service location. The Township will not be responsible for any transport fees associated with servicing of said Tractor. This provision shall remain in effect for the complete term of the manufacturer's warranty for said Tractor.

B. If general specifications call for the provisions of labor as part of this project, the bidder must be an individual, firm or partnership of recognized standing in the appropriate field.

The Township reserves the right to require evidence of the bidder's standing, professional competence, experience, licensing or other evidence.

C. In submitting a proposal under the terms of these specifications, the bidder states that he has or can secure the necessary labor, equipment, bonds and insurance to comply with the specifications.

2. Comprehensive Bid Price

A. If this project calls for the provision of equipment to be purchased by the Township, the price bid for such equipment, including all options and alternates, shall include all work, materials and equipment necessary to provide the guarantee or warranty required by the specification.

B. If this project calls for the provisions of labor, the price bid shall include all work, labor materials, and equipment necessary to complete the project in the manner required.

3. Withdrawal of Bids

No bid will be allowed to be withdrawn for any reason after it has been presented.

4. Form of Proposal

All bids must be submitted on the proposal forms included as part of these specifications.

Bids must be enclosed in sealed envelopes, bearing on the outside the name and address of the bidder and, in large letters, the word BID and the identification of the project or equipment specified "TRACTOR" All bids must be delivered in the manner and at the time and place specified in the "Notice to Bidders."

5. Compliance with Laws

The bidder shall familiarize himself and comply with all federal and state laws, and local ordinances and regulations that in any manner affect those employed on the project, the equipment to be used or supplied, or that in any way affect the conduct of the work, including any requirements for payment of wages that my be in effect.

6. Bidder Identification

If the proposal is made by an individual, his name and post office address shall be shown; if made by a firm or partnership, the name and post office address of said firm shall be given; if made by a corporation, the person signing the proposal must be duly authorized and shall give the name of the authorized officers of the corporation, the principal office and the name of the state under the laws which the corporation is chartered.

7. Familiarity with Specifications

These specifications are intended to fully cooperate with and complement each other. The contractor hereby represents that he has examined in detail on the ground any locations mentioned herein and that he has read each and every clause, section and the general conditions of the specification, and has considered the same and all materials which can in any way effect any work under the specifications, and make necessary investigations relating thereto, and he agrees that he will not make any claim or have any right to damages or extensions of time for completion of work, or any other concession because of any misinterpretation or misunderstanding of the specifications or because of any lack of information.

8. Interpretation of Contract Documents

If any person, firm or corporation contemplating the submission of a proposal for this contract is in doubt as to the true meaning of any part of the specifications or other contract documents, he may submit to the Township Clerk a written request for an interpretation thereof. The person, firm or corporation submitting the request shall be responsible for its prompt delivery. Such interpretations will be made only by a memorandum duly issued by the Township Clerk and a copy of such memorandum will be mailed or delivered to each person securing a set of the contract documents, provided that a sufficient period of time is available for the issuance and delivery of such memorandum prior to the receipt of bids. We will not be responsible for any other explanations of the Contract Documents made prior to the receipt of bids.

CONDITIONS GOVERNING AWARD OF CONTRACT

1. Low Bidder

Award, if made, will be to the lowest responsible bidder. In determining the lowest responsible bidder, the Township may take into account conformity with the requirements of these specifications, including but not limited to, strict conformity with the technical and performance requirements for equipment and labor, the ability of the bidder to perform all work required, including service of equipment to be purchased, and the experience of the bidder.

Chapter 353 of the Public Laws of 1975, as quoted below, shall govern the award of contracts, regardless of wording to the contrary in general specifications:

"The contracting unit shall award the contract or reject all bids within such time as may be specified in the invitation to bid, but in no case more than 60 days, except that the bids of any bidders who consent thereto may, at the request of the contracting unit, be held for consideration for such longer period as may be agreed. All bid security except the security of the three apparent lowest responsible bidders lowest bidders shall, if requested, be returned after 10 days from the opening of the bids, Sundays and holidays excepted, and the bid for such bidders shall be considered as withdrawn. Within 3 days after the awarding of the contract and the approval of the contractor's performance bond, the bid security of the remaining unsuccessful bidders shall be returned to them forthwith, Sundays and holidays excepted."

2. Right of Waiver

The Township reserves the right to waive minor irregularities, except for late delivery of bids, to permit minor exceptions to the requirements of the specifications and to reject any or all bids, if such action is deemed in the best interest of the municipality.

3. Equivalent Equipment

If technical specifications for equipment to be purchased or used in the course of work to be performed are based on the specifications of one manufacturer, bidders may submit bids for equipment of a different manufacturer provided that such equipment is equal in performance, durability and workmanship to the equipment specified and provided that equipment is compatible with existing Township equipment if such compatibility is a requirement of the specifications.

4. Certified Checks

When a certified check in the amount of ten percent (10%) of the bid is required, and when alternates and/or options are specified, the bid price upon which the check is to be based will be the highest of the specified alternates or the price with all option included, or both whichever is appropriate.

5. Return of Check

All certified checks submitted with bids, except those of the three lowest bidders, will be returned within three working days of the award of the contract. The checks of the next two lowest bidders will be held as bid security pending execution of an agreement between the lowest responsible bidder and the Township, whereupon they will be returned. Upon execution of the agreement, the contractor's check will be returned.

6. Execution of Agreement

Upon award of the contract by the Township, the bidder to whom the contract is awarded will receive from the Township an agreement that he shall execute properly within five working days of its receipt.

With the executed agreement, the contractor will deliver to the Township an executed surety corporation bond that is satisfactory to the Township, to secure the faithful performance of the agreements and to secure the payment of all claims for services performed and equipment furnished to the contractor in the prosecution of the work. The bond shall be for an amount not less than the total amount of payment agreed to by the Township and the contractor. This bond shall be in the form hereto attached.

If at any time during the continuance of the contract any surety shall, in the opinion of the Township Engineer, become irresponsible, the Township Engineer shall have the right to require additional and sufficient surety or sureties which the supplier shall furnish to the satisfaction of the Township Engineer within 10 days after notice. In default thereof, the contract may be suspended by the Township Engineer and the work completed as provided in the contract.

7. Forfeit of Deposit

Failure of the bidder to whom contract is awarded to execute the agreement in the manner required and to furnish the required bond, properly executed, together with all required insurance information and forms, shall be just cause for annulment of the award. It is understood and agreed by the bidder that in the event of the annulment of the award of contract, the amount of his certified check deposited with the proposal shall become the property of the Township, not as a penalty but as liquidated damages.

8. Subcontracting

The contractor shall not sublet, transfer, assign and sell, or otherwise dispose of the contract, or any portion thereof, or of the work provided therein, or of his right, title, or interest therein, to any person, firm or corporation without the written consent of the Township.

No subcontract will be approved by the Township until evidence has been presented to the Township that a surety bond will be supplied by the subcontractor to cover work performed and materials used in that particular subcontract.

Said bond shall be drawn in favor of the general contractor and the Township as joint obligee and shall recite the fact that the original contract has been entered into as well as the subcontract which the bond immediately covers.

9. Forms

All bidders shall complete and sign the "Affirmative Action Plan" and the "Non-Collusion Affidavit" as provided with the instruction and specifications of this bid proposal. Failure to furnish this information may be cause for rejection of this bid as submitted. All Township contracts prohibit the successful bidder from discrimination in the hiring of persons who are qualified and available to perform work to which the contract relates by reason of race, creed, color, national origin, or ancestry, in accordance with N.J.S.A. 10:2-1 through 10:2-4 with amendments.

All bidders shall comply with the act relating to affirmative action in relation to the Law Against Discrimination as amended per Chapter 127, P.L. 1975, and listed in the specifications.

All bidders shall comply with the act relating to a Disclosure Statement relating to Conflict of Interest as attached P.L. 1977, Chapter 33, and shall submit the completed and signed Disclosure Statement as attached. Failure to submit this information may be cause for rejection of the bid.

All bidders shall comply with N.J.A.C. 40A:11-22 and submit with their bid completed and signed, Certification of Surety as attached. Failure to submit this information may be cause for rejection of this bid.

10. All bidders shall be authorized franchised dealers of the make and model proposed and have their own complete service facility.

11. All bidders must answer compliance questions in full. If a bidder is basing his proposal on equipment other than what is specified in these bid documents and wishes the equipment he proposes to be considered as an "approved equal," he shall submit on a separate sheet, in the exact format of the technical specifications contained herein, an item by item description of that which he proposed to substitute.

12. Failure to carry out the provisions noted herein may be deemed sufficient reason not to consider the bidder's request.

13. Request for payment shall be made on a Township Voucher submitted for the services performed.

SPECIFICATIONS FOR A MUNICIPAL / PARKS TRACTOR

BID QUALIFICATION:

To ensure that only those tractors that are of sufficient power, are not too large for operating on municipal sidewalks and qualify as market proven commercial production vehicles, the following four mandatory specifications have been established.

The following five basic bid qualification specifications must be met in order to submit a bid. Bids will be rejected if these five mandatory specifications are not met.

1.	A four wheel drive articulating, oscillating, rubber tired, diesel powered multi-purpose tractor, designed for year round work, utilizing various attachments shall be supplied	MAKE _____ MODEL _____ YEAR _____
2.	Tractor shall be no wider than 50-1/2" (1.3 m), including fenders and no higher than 80 " (2.03 m) to top of roof.	COMPLY _____ DO NOT COMPLY _____
3.	Engine shall be a water cooled diesel with 115 hp @ 2500 rpm and producing torque of 360 lbs-ft @ 1500 rpm	COMPLY _____ DO NOT COMPLY _____
4.	Tractor shall have sufficient hydraulic capability to power manufacturers own hydraulically driven angle sweeper, cold planer, 14 ft wide rotary mower, etc.	COMPLY _____ DO NOT COMPLY _____
5.	Tractor shall have a mechanically driven front PTO with a dynamometer rating of no less than 95 hp.	COMPLY _____ DO NOT COMPLY _____

1. **COMMERCIAL PRODUCTION VEHICLE:**

Model being offered must have been in " Commercial Production " for not less than 3 years with a minimum of 250 units produced and delivered to end users. This is not required if the same manufacturer has produced a minimum of 500 prior model units.

YES _____ **NO** _____

STATE TOTAL NUMBER OF UNITS PRODUCED INCLUDING PRIOR MODELS AND NUMBER OF YEARS MANUFACTURING UNITS MEETING THE FOLLOWING SPECIFICATIONS.

UNITS PRODUCED _____

NUMBER OF YRS PRODUCED _____

2. **CUSTOMER REFERENCES:**

Bidder must submit a list of at least 6 different customers in the province / state with contact names and telephone numbers, who currently own and operate 1 or more of the model being offered.

_____

_____

_____

_____

_____

_____

_____

_____

3. FUTURE ATTACHMENT AVAILABLITY:

The municipality may require one or more of the following attachments within 30 – 60 days following the initial purchase order. Please answer yes or no for availability. Also state the number of days notice that is required to have the attachment demonstrated at the location of our choice.

		YES	NO	Number of Days Notice for Demo
A	14 ft rotary mower , front mounted	____	____	_____
B	10 ft rotary mower, front mounted	____	____	_____
C	6 ft rotary mower, front mounted	____	____	_____
D	Sickle bar mower	____	____	_____
E	Under guard rail mower	____	____	_____
F	Asphalt cold planer	____	____	_____
G	Concrete planer w/Ranjo drum	____	____	_____
H	Leaf shredder / loader	____	____	_____
I	45 kw generator & security fencing	____	____	_____
J	Electric infrared asphalt heater	____	____	_____
K	3, 4, 5, 6, 7, or 8 ft wide hydraulically driven angle sweeper	____	____	_____
L	50", 60", or 72" V plow	____	____	_____
M	5, 6, 7, or 8 ft angle snow plow	____	____	_____
N	5 ft double trip snow plow	____	____	_____
O	5 position folding V plow	____	____	_____
P	51", 60", 70", or 80" snowblower	____	____	_____

Q	rear salt & sand spreader	____	____	_____
R	front sander and plow combination	____	____	_____
S	51" boom flail with dual tire option for increased stability	____	____	_____
T	48" pickup sweeper	____	____	_____
U	Water tank & pump system	____	____	_____
V	Front mounted flail mower	____	____	_____
W	Front mounted aerator	____	____	_____
X	Front mounted loader with 49" or 72" bucket	____	____	_____
Y	Line & symbol painter	____	____	_____

4. FACTORY TRAINING:

A factory training school at the manufacturer's location for up to 12 technicians shall be available at no charge. The school shall include classroom sessions, hands on repair techniques and diagnostic training. The training school is also to be available several times per year at no charge, for re-training or new technicians.

5. LABELLING and WARNING DECALS:

The following labels and decals must present on tractor upon delivery:

- Pinch point decals
- Danger – rotating shaft decal
- Danger – Fan decal
- Joystick function / operation decal
- Diesel fuel only decal on fuel reservoir (minimum .75" high letters)
- Hydraulic oil only decal on oil reservoir (minimum .75" high letters)
- Decals for adjustment procedures
- Grease chart decal approx. 11" x 12" under top hood. Decal must include illustrations for showing grease points.

- Metal tag - ROPS Certification
- Metal tag - Serial number / model / model year

6. MANUALS:

The following manuals and CDs must be furnished at no extra charge at the time of delivery. If these manuals do not comply to the specifications as stated below, or are not supplied at time of delivery, 10% of the total purchase order amount will be withheld until all manuals and CDs meeting specification are delivered.

An operators manual of approximately 170 pages must be supplied in the tractor cab. The cab must have a pocket for the manual to be kept at all times. The manual will provide all information required to operate the tractor. It must also include basic maintenance information, safety precautions, lubrication diagrams, etc. All pictures must be in full colour.

A tractor parts manual including maintenance and operators instructions shall be supplied. The manual shall be no less than 280 pages and include approximately 80 detailed parts illustrations. The manual must also include exploded view illustrations of the differentials, pto clutch, gear reduction box, mechanical transmission, brake system and all driveshaft assemblies. Wiring and hydraulic schematics must be in full colour. All wiring harness illustrations must also be in full colour. The manual must have detailed information regarding controls, operating tips, safety precautions, attachment mounting, attachment hose hook up colour coding, grease point illustrations, lubrication chart, etc. The manual must include a CD copy inserted into a protective sleeve in the manual cover.

A tractor service manual shall be supplied at time of delivery. It shall consist of approximately 265 pages with a detailed index. The manual must include diagnostic, repair and adjustment information for main drivetrain components. All photo pictures that assist in overhaul procedures must be in full colour. Wiring and hydraulic schematics must be in full colour. Other items required include a torque specification page, fault logic trouble shooting, lifting point and jack stand placement illustrations. The above information for attachments including those which may be ordered at a later date must also be included. The manual must include a CD copy inserted into a plastic protective sleeve in the manual cover.

Attachment manual must also be provided for all attachments order.

7. SAFETY FEATURE REQUIREMENTS:

A neutral safety start system shall prevent the engine from starting unless shifted into neutral. YES _____ NO _____

A seat safety switch must automatically shut down the PTO shaft and shut off any hydraulically powered attachment if the operator leaves the drivers seat. (no exception allowed)

If the operator leaves the seat without placing the shifter into neutral, the engine will shut down. (no exception allowed)

Shift lever must have a spring loaded lock-out button. YES _____ NO _____

The hydraulic circuits which power the hydraulic driven mower wings must kick off automatically when wings are raised to a pre-determined angle. When lowered, they must be re-started. This feature must be designed into the tractor for future additional attachment purchases. YES _____ NO _____

Tractor must have a hydraulic brake at each wheel. There must also be a mechanical parking brake that can be applied if hydraulic brakes fail. YES _____ NO _____

SPECIFY _____

_____

Cab must be ROPS certified and have a certification tag attached to the structure.

(no exception allowed)

A wire protection guard must enclose the engine fan. YES _____ NO _____

The tractor shall have reflective striping on both sides of cab and rear side hoods, as well as on the rear hood below the tail lights.	YES _____	NO _____
Tractor shall have a backup alarm activated by the forward / neutral / reverse lever.	YES _____	NO _____
The cab shall have easy access for operator entry/exit. There must be a step at no higher than 14 inches above the ground. The step shall be approximately 11" long and must be behind the front wheel.	YES _____	NO _____
The tractor shall have Safety. Danger, Caution and Pinch Point decals as described in the labelling Section of this specification. (no exception allowed)		
Access to the PTO shaft shear bolt shall be from inside the cab. This is also where the PTO shaft is connected when attaching an implement. Having to reach down in front of the tractor to connect the PTO shaft or change a shear bolt will not be accepted.	YES _____	NO _____

8. DIMENSIONS and WEIGHTS:

Dimensions are not to exceed the following:

Overall length including rear bumper	146.5 inches	SPECIFY _____
Height o top of cab	80.0 inches	SPECIFY _____
Track width with winter tires	49.5 inches	SPECIFY _____
Overall width including fenders	50.5 inches	SPECIFY _____
Inside turning radius	90.0 inches	SPECIFY _____

Weight of tractor is to be no less than 5,700 lbs and is not to exceed 6,500. lbs

STATE WEIGHT _____ Lbs

_____Kgs

9. CHASSIS:

The tractor shall consist of 4 main structures, front cab / frame, centre frame, mid frame and rear frame.

YES _____ NO _____

STATE NUMBER OF FRAME SECTIONS _____

Two greaseable pivot pins shall connect the mid frame to the centre frame through hardened greaseable spherical bearings.

DESCRIBE SYSTEM:

_____

_____

The mid frame must be removable from the rear frame to allow easier removal of drivetrain components such as a pto clutch or pump drive assembly from the bell housing.

YES _____ NO _____

Frame rails are to be of sufficient strength to withstand rough road impact at 32 km/hr with loaded sander on the rear and the heaviest front mounted attachment supplied or offered for future purchase.

STATE FRAME RAIL TUBING DIMENSIONS:

___" x ___" x ___" wall thickness

Tractor shall articulate and oscillate.

STATE:

ARTICULATION ANGLE _____

OSCILLATION ANGLE _____

10. ENGINE ACCESS PANELS :

Each side hood shall have 2 hinged access doors The top hood shall open independently. It must be hinged and be held open by a support rod.

YES _____ NO _____

SPECIFY _____

Engine oil dipstick shall be accessible without removing and engine compartment panels

YES _____ NO _____

All hoods and panels must be either 14 or 16 gauge steel to withstand rough operation and contact with tree branches, signs and other obstructions encountered. Plastic, fiberglass or any other non-metallic material is unacceptable.

STEEL HOODS: YES _____

NO _____

Complete rear grill shall hinge open for easy access to clean coolers and radiator. A brush shall be supplied and secured beside the coolers and radiator.

YES _____ NO _____

The overall width of the rear grill / hood, behind the rear Axle shall not exceed 39 inches.

YES _____ NO _____

SPECIFY _____ inches

There shall be a hinged door for access to the radiator fill spout.

YES _____ NO _____

11. COOLING:

Engine shall be water cooled by means of an 18 inch diameter fan and a radiator.

YES _____ NO _____

A three in one cooler is to be supplied for cooling Charge air, hydraulic oil and engine coolant.

YES _____ NO _____

The hydraulic system shall have a thermostatically controlled bypass valve for cold weather operation.

YES _____ NO _____

STATE BYPASS TEMP

SETTING _____ DEGREES

For electric reversing fan see options page

Total area of cooling air intake grills must be approximately 1300 sq inches and perforations must be small enough to prevent grass clippings from entering coolers. Convoluted ribs may be used to achieve required area.

STATE GRILL AREA :

_____ SQUARE INCHES

Total grill area for exhaust air from engine compartment must be approximately 1.25 times intake air grill area.

STATE GRILL AREA :

_____ SQUARE INCHES

12. P.T.O.

PTO drive system to be mechanical by way of a clutch. 11-1/2" over-centre type preferred. Must be electric over hydraulic actuation with indicator light. Actuation by lever is not acceptable.

YES _____ NO _____

SPECIFY _____

The front PTO is to be 1-3/8 inch diameter, 6 spline. 540 pto rpm @ 2160 engine rpm. Minimum 95 pto hp required.

YES _____ NO _____

STATE PTO hp from dyno test

_____

See options page if rear pto is required.

13. IMPLEMENT HITCHES:

Tractor shall be supplied with a front quick hitch system. Implement height shall be controlled by two double acting hydraulic cylinders which are operated from the joystick. Spring load lift latches hold the implement frame in place.

YES _____ NO _____

SPECIFY DETAILS OF HITCH

_____

_____

_____

Must be capable of attaching existing Trackless attachments already owned by the municipality. To satisfy legal and safety concerns, bidder must submit 3 copies of a letter from Trackless Vehicles Ltd. approving the attachments already owned can be safely mounted and operated on the tractor and will not in any way effect their product liability coverage of the attachments in question.

YES _____ NO _____

14. TRANSMISSIONS:

The tractor shall be propelled by a hydrostatic transmission and controlled by a single electronic foot pedal. The electronic pedal controls the hydrostatic transmission and the engine RPM when in FUEL SAVER mode. If switched to work mode, a throttle lever over-rides the pedal control of the engine RPM allowing full RPM to power the PTO shaft to run the attachment.

YES _____ NO _____

SPECIFY COMPLETE DETAILS OF SYSTEM OFFERED:

_____

_____

_____

The tractor shall consume no more than 105 litres of fuel to plow sidewalks for 15 – 18 hours in fuel saver mode.

YES _____ NO _____

SPECIFY _____

A forward / neutral / reverse shifter with a detent locking button shall be supplied. The shifter must be located as close as possible to, and to the right of the joystick.

YES _____ NO _____

The tractor shall have a 2 speed mechanical transmission which provides speed ranges of:

LOW RANGE 0 - 12 km / hr
HIGH RANGE 0 - 32 km / hr

YES _____ NO _____

SPEICFY _____

The transmission SHIFT LEVER inside the cab must have a neutral position allowing the tractor to be towed, without danger of damaging the hydrostatic transmission. Shut off taps, screws, etc located in the rear frame area will not be accepted. Tractor may be towed several miles without damage.

YES _____ NO _____

See options page if deep reduction option is required.

See options page if a forward / neutral / reverse switch is required on the joystick in addition to standard shift lever.

15. AXLES:

Shall be Dana model 60 full float with track-lok differentials front and rear.

YES _____ NO _____

SPECIFY _____

Axles assemblies must be manufactured in North America with local parts availability.

COUNTRY OF MANUFACTURE

_____

There shall be no less than 8 - ½ inch dia. bolts securing each axle housing to the chassis.

YES _____ NO _____

Each axle shaft shall have a minimum of 8 wheel studs.

YES _____ NO _____

See options page if locking differentials are required

16. BRAKING SYSTEMS:

Tractor shall have no less than 3 braking systems, hydrostatic dynamic braking, hydraulic service brakes, and mechanically actuated emergency / parking brakes. Service brakes must consist of brakes at all 4 wheels.

YES _____ NO _____

SPECIFY _____

State total brake surface area for all 4 wheels

_____ SQ. INCHES.

Parking brake is to be applied by way of an adjustable parking brake lever. It must be able to apply the brakes mechanically in the event that the hydraulic system for applying the service brakes fail.

YES _____ NO _____

SPECIFY _____

_____

The parking brake must sound a warning buzzer when applied.

YES _____ NO _____

17. WHEELS / TIRES:

Tires shall be 10.00 x 16.5 loader lug winter tread mounted on heavy duty wheels with no less than 8 studs.

YES _____ NO _____

MAKE OF TIRE: _____

STATE NUMBER OF STUDS PER WHEEL _____

See options page for tire and wheel options if required.

18. HYDRAULIC SYSTEMS:

The hydraulic gear pump shall be driven by the engine and produce a minimum of 20 gpm.
SPECIFY _____

YES _____ NO _____

Tractor shall be supplied with a electronic joystick. (no exception permitted)

All attachment functions are to be controlled by a single joystick. The joystick must have 8 back lit membrane switches. 3 float position switches to have additional LED indicator lights. Joystick allows lifting & lowering of attachment while 2 other function controls remain live.

YES _____ NO _____

IF ANY DEVIATION, ATTACH A SEPARATE DESCRIPTION OF JOYSTICK CONTROL OFFERED.

6 front hydraulic couplers (3 pair) are to be supplied for operating the control features on various attachments.

YES _____ NO _____

In addition to the 6 couplers for operational controls, there shall be 1 pair of HIGH VOLUME front couplers to power attachments requiring approximately 16 gpm.

YES _____ NO _____

STATE ACTUAL FLOW:

_____ GPM @ 2,000 rpm

If higher than 16 gpm please describe on a separate sheet how you intend to regulate operating speed for each Trackless hydraulically driven attachment already owned by the municipality.

There shall also be 2 additional ports located in front of cab for addition of optional 2nd high flow circuit. YES _____ NO _____

Rear of tractor shall have 1 pair of hydraulic couplers with an output of 16 gpm. YES _____ NO _____

Hydraulic couplers must be colour coded, matching joystick colour coded membrane switches. YES _____ NO _____

All hydraulic hoses to have NPT, SAE straight thread or SAE split flange fittings. (no metric) YES _____ NO _____

Hydraulic oil filter shall be cartridge type, mounted at highest point in hydraulic system for dry changes. Spin on filters not accepted. YES _____ NO _____

19. ELECTRICAL :

Tractor shall have a 12 V, neg ground system with a 950 – 1000 CCA group 31 battery, 100 amp alternator, and main breaker switch protection. YES _____ NO _____

BATTERY CCA _____

ALTERNATOR AMP _____

There shall be an illuminated electric gauge for the following. Warning lights are acceptable only if in addition to a gauge.

Tachometer and hourmeter / speedometer	YES _____	NO _____
Coolant temperature	YES _____	NO _____
Engine oil pressure	YES _____	NO _____
Hydraulic oil temperature	YES _____	NO _____
Voltmeter	YES _____	NO _____
Fuel level	YES _____	NO _____

A speedometer must be supplied. No exception is permitted.
The tractor must have a speedometer. Systems that only indicate top speed are not acceptable.

Due to the complexity of the wiring systems in tractors with Tier 3 engine management systems and other electronic management systems, the following specifications have to be complied with to assist in efficient diagnostic and electrical repairs over the life of the tractor.

Wiring harnesses must be professionally manufactured with terminals which are machine crimped to ISO standards.	YES _____	NO _____
On both ends of all harness wires there must be letter location codes and wire numbers printed permanently on the wire insulation. Codes and numbers must be shown on all parts manual exploded views and wiring schematic drawings and charts.	YES _____	NO _____
All single wires which are not part of a harness must have a part number permanently printed on the insulation.	YES _____	NO _____
All fuses are to be mini blade type and must be contained within an IP67 watertight enclosure.	YES _____	NO _____
All harness plug connectors shall be standard Packard weatherproof. Bulkhead connectors must be twist lock type.	YES _____	NO _____

20. LIGHTING:

There shall be 4 headlights and 1 backup light. All 5 lights are to be adjustable, halogen and identical.	YES _____	NO _____
There shall be signal lights, 4 way flashers, an interior dome light and shock proof rubber mounted tail lights.	YES _____	NO _____
A strobe light shall be supplied. It must be mounted on an adjustable pedestal which allows the strobe to be positioned above or below the roof line. The strobe light must be surrounded by a cage. Hinge mounted strobes are not acceptable. It must adjust straight up and down. If AC is specified the single strobe is replaced by 8 LED strobes, 2 on each side of the branch guard	YES _____ SPECIFY _____	NO _____
Signal lights must self cancel.	YES _____	NO _____

21. CAB:

The cab shall have the following:

3 speed heater defroster	YES _____	NO _____
Heater must include a minimum of 2 outlets no higher than 16 inches above floor level directed at operators feet	YES _____	NO _____
2 speed pantograph wiper and washer	YES _____	NO _____
Inside rear view mirror	YES _____	NO _____
2 outside vibration free mirrors. When approaching an obstacle such as a sign post or when working in a narrow section next to a wall the operator must be able to fold mirrors in and back out again without exiting cab.	YES _____	NO _____
3 point seat belt including should harness. (must be retractable type) (must be orange)	YES _____	NO _____
AM / FM / CD stereo with MP3 jack and dual speakers	YES _____	NO _____
Internal or exterior mounted aerial	YES _____	NO _____
Steel door. All glass door not acceptable.	YES _____	NO _____
Flush mounted door handle	YES _____	NO _____
Gas strut door closer	YES _____	NO _____
Door safety strap	YES _____	NO _____
Tilt steering column	YES _____	NO _____
In the upper most position the column must be approximately 80 degrees to the floor for easy entry and exit of cab.	____ DEGREES IN UPPER POS.	
	____ DEGREES IN LOWER POS.	
Steel fenders - 10 gauge or heavier.	YES _____	NO _____

DOT approved , tinted, tempered safety glass for all windows.	YES _____	NO _____
ALL glass must be FLAT for convenience of local replacement in emergency situation.	YES _____	NO _____
Side windows shall be slider type contained within an aluminum frame.	YES _____	NO _____
1 and 2 inch thick open cell conasorb with perforated vinyl facing for sound deadening.	YES _____	NO _____
Sound barrier floor matting with 2 lb/sq ft heavy duty vinyl wear surface and 3/8 inch thick closed cell PVC/nitrile rubber foam layer.	YES _____	NO _____
	STATE SPECIFICATIONS OF MATTING	
	_____	
	_____	
	_____	
Sound level in cab under full engine rpm shall not exceed 72 – 75 DBA.	STATE DBA at full rpm _____	
Hinged overhead switch panel	YES _____	NO _____
The cab shall be " ROPS certified " and bear a certification label so stating. An engineering ROPS test report is required for verification.	YES _____	NO _____
The cab must be constructed of steel sheet, plate, HSS tubing and ROPS tubing.	YES _____	NO _____
Due to the type of operation this vehicle will be subject to, all panels and roof must be steel. Plastic, Fiberglass or any other non-metallic material will not be accepted.		
(No exceptions allowed)		

Steel roof with steel rain gutters	YES _____	NO _____
Cab and front frame are to be one structure for additional strength.	YES _____	NO _____
Cab to have tapered sides. (narrower at top) to allow tractor to work in tight narrow areas where sidewalks are not perfectly level	YES _____	NO _____
Shall have a high back fabric covered seat with adjustable armrests and lumbar support. (SEAT MUST BE AIR RIDE, no exception)	YES _____	NO _____
Seat must contain a safety switch which automatically shuts down the engine if the operator leaves the seat without disengaging the PTO, shutting off any hydraulically powered attachment and has placed the shifter into neutral.	YES _____	NO _____
Right arm rest must pivot freely with arm movement when operating the joystick.	YES _____	NO _____
There shall be a horn button which must be mounted in the centre of the steering wheel. (no other location acceptable)	YES _____	NO _____

See options page if air conditioning with cab pressurization is required.

22. WATER / CHEMICAL PUMP

All hoses, wiring, switch and quick coupler shall be installed for future optional water / chemical pump.	YES _____	NO _____

23. FUEL TANK:

The fuel tank capacity shall be not less 105 LT

YES _____ NO _____

Single fuel tank only. Add on auxiliary tanks not acceptable.

An independent engineering report shall be included with the tender verifying that the tractor is equipped with a fuel saver mode. The report shall also include the fuel saving statistics. This report is mandatory.

24. PAINT and FINISH:

All steel fabricated parts including the cab and all frames are to be prepped in a 4 stage phosphate wash prior to paint. All parts are to receive a 2 part epoxy primer with rust inhibitor. The top coat is to be a 2 part poly urethane automotive quality finish which is oven baked.

YES _____ NO _____

DESCRIBE COMPLETE PREP AND PAINT PROCESS.

_____

_____

_____

Paint colour shall be highway yellow with black trim.

The following parts shall be zinc plated:

Lift latches, lift latch levers, linkages and secondary locks.

Battery hold down straps and bolts

Hood support rod

Fender / side hood mounting brackets

Door striker plate

Hi / low range shifter gate

Misc small mounting brackets.

25. WARRANTY:

Manufacturers warranty shall be 12 months or 600 hours .

26. TRACTOR OPTION SPECIFICATIONS :

1 -	Additional hydraulic pump shall provide 14 gpm. The hydraulic pump will only be powered if the PTO clutch is engaged.	YES _____ NO _____ SPECIFY _____ STATE ACTUAL GPM _____
2 -	The drive system shall have an additional deep reduction planetary transmission, which allows 4 speed ranges instead of 2. The deep low creeper gear allows ground speeds of 0 – 10 ft / minute. Achieving creeper gear speeds through hydrostatic system only not acceptable.	YES _____ NO _____ STATE GEAR RATIO OF DEEP REDUCTION: ____ : 1
3 -	The tractor shall be equipped with a set of dual loader lug tires and wheels in lieu of the single tires.	YES _____ NO _____
4 -	The cab shall have a roof mounted air conditioner with cab pressurizer and extra heat. The AC and heat temperatures shall be adjustable by way of an LED screen where the desired temperature can be set.	YES _____ NO _____
5 -	An electric reversing engine fan shall be supplied which automatically reverses air flow to keep grass clippings from accumulating on the rear grills and prevents plugging of the radiator, oil cooler and charge air cooler.	YES _____ NO _____
6 -	Intermittent Front Wiper	YES_____ NO_____
7 -	Rear License Plate Bracket and Light	YES_____ NO_____
8 -	Break-In Filter Kit	YES_____ NO_____
9 -	Additional switch on the joystick will allow the operator to shift between forward , neutral and reverse.	YES _____ NO _____

TS23

SPECIFICATIONS FOR A 51" BOOM FLAIL

1.	Must be front mounted and operate to right side of tractor.	**YES** _____	**NO** _____
2.	Complete mower attachment must be designed for quick change mounting or removal without tools and by one person.	**YES** _____ **SPECIFY** _____	**NO** _____
3.	Overall width of cut not less than 44" Overall width of head – 52"	**YES** _____ **SPECIFY** _____	**NO** _____
4.	Horizontal reach from centre of tractor to outside of cut 13½ feet Vertical reach 13½ feet.	**YES** _____ **SPECIFY** _____	**NO** _____
5.	Below grade cut - at 53 inches below grade will cut 11½ feet out from centre of tractor to outside of cut.	**YES** _____ **SPECIFY** _____	**NO** _____
6.	Hydraulic hoses along the boom must be protected by guards.	**YES** _____	**NO** _____
7.	Overall level ground cutting coverage to be no less than 11 feet.	**YES** _____ **SPECIFY** _____	**NO** _____
8.	Number of cutting blades - 36	**SPECIFY** _____	
9.	Drive for cutting head is to be supplied from a PTO driven hydraulic system contained within the mower attachment.	**YES** _____ **SPECIFY** _____	**NO** _____
10.	All hydraulic boom functions are to be supplied by tractor hydraulics. Remote valves and cable systems, which must be fed through a window, are not acceptable.	**YES** _____	**NO** _____
11.	Gage roller to be 6" diameter minimum.	**SPECIFY** _____	
12.	Boom arms to be 4" x 4" square tube minimum.	**SPECIFY** _____	
13.	Boom to be equipped with hydraulic break-back.	**YES** _____	**NO** _____
14.	Bolt on safety screen for side window to be included.	**YES** _____	**NO** _____
15.	Complete mower attachments to sit on stands when removed from tractor.	**YES** _____	**NO** _____
16.	Weight with counterweights and hydraulic oil 1960 pounds.	**SPECIFY** _____	

SPECIFICATIONS FOR A COLD PLANER WITH RANJO DRUM

1. The cold planer shall be designed to mount on the front of a Trackless Series MTV, utilizing the Trackless quick hitch design.
   YES _____ **NO** _____
   SPECIFY _____

2. The cold planer shall be powered by the tractor hydraulics.
   YES _____ **NO** _____
   SPECIFY _____

3. Maximum planing width to be no less than 16 inches.
   YES _____ **NO** _____
   SPECIFY _____

4. Drive system shall be double reduction planetary design.
   YES _____ **NO** _____
   SPECIFY _____

5. Minimum drum torque of 25,000 in/lbs @ 2,000 psi.
   YES _____ **NO** _____
   SPECIFY _____

6. Hydraulic tilt function to be plus or minus 19 degrees.
   YES _____ **NO** _____
   SPECIFY _____

7. Hydraulic depth control shall provide cutting depth of 0 to 6".
   YES _____ **NO** _____
   SPECIFY _____

8. Hydraulic sideshift shall be 0 to 22".
   YES _____ **NO** _____
   SPECIFY _____

9. Minimum drum wall thickness shall be ⅝".
   YES _____ **NO** _____
   SPECIFY _____

10. Number of carbide picks – 160
    YES _____ **NO** _____
    SPECIFY _____

11. Total weight shall be not less than 1,750 pounds.
    YES _____ **NO** _____
    SPECIFY _____

12. Picks must be arranged in 10 chevron patterns across the drum.
    YES _____ **NO** _____
    SPECIFY _____

TS25

PROPOSAL

TOWNSHIP OF POHATCONG
WARREN COUNTY, NEW JERSEY

For the Furnishing of a Tractor.

TO THE POHATCONG TOWNSHIP COUNCIL:

The undersigned declares that he/she has carefully examined the Specifications and will contract to furnish and apply all items in accordance with the Specifications, at the prices set forth below.

It is understood that all items of the Schedule of Prices shall be bid on in accordance with the specifications and that award will be made on the UNIT PRICE of the Proposal of the Lowest responsible bidder whose bid meets the requirements of these Specifications. The Pohatcong Township Council reserves the right to reject any part of all bids.

SCHEDULE OF PRICES

ITEM NO.	QUANTITY	DESCRIPTION AND UNIT PRICE IN BOTH WORDS AND FIGURES	AMOUNT
		BASE BID	
1. Option #1	1 Unit	New Trackless Tractor	$_____
2. Option #2	1 Unit	New 51" Boom Flail	$_____
3. Option #3	1 Unit	New Cold Planer	$_____
	TOTAL AMOUNT OF BID:		$_____

Delivery – In submitting this bid, the Bidder commits to deliver the Tractor and any optional equipment selected in conformance with the bid specifications within _____ days of the Notice of Award.

The Bid Security attached is in the sum of $_____, and is to become the property of the Owner in the event the contract and Bond are not executed within the time set forth above.

ATTEST:

Respectfully submitted,

_____

By _____

_____

(Seal) If Bidder is a Corporation

_____

_____

(Address)

IMPORTANT: THIS FORM MUST BE COMPLETED

This proposal is accompanied by bid security either in the form of a certified check from the Bank of _____ in the amount of _____ (_____) Dollars, or a Bid Bond in the amount of _____ (_____) Dollars, guaranteed by the undersigned as Bidder and _____ as Surety.

The undersigned Bidder hereby agrees that if this proposal shall be accepted by the Owner and the undersigned shall fail to execute and deliver the Contract and Contract Bonds in accordance with the terms of this Proposal, and with the requirements of the foregoing Information to Bidders, then the undersigned shall be deemed to have abandoned the Contract, and thereupon the Proposal and its acceptance shall be null and void and (1) if a certified check is herewith submitted as bid security, the amount of said check accompanying this Proposal shall be due and payable thereunder to the Owner as liquidated damages; otherwise, said certified check or the amount thereof shall be returned to the undersigned, or (2) if a Bid Bond is herewith submitted as bid security, the amount specified in the Bid Bond shall be due and payable thereunder to the Owner as liquidated damages in accordance with said Bid Bond; otherwise the Bid Bond shall become null and void.

The undersigned Bidder acknowledges receipt of the following Addenda:

Addenda No. _____ Dated _____

All the various phases of work enumerated in the Detailed Specification with their individual jobs and overhead, whether specifically mentioned, included by implication or appurtenant thereto, are to be performed by the Contractor under on of the items listed in the Proposal.

Payment for work performed will be in accordance with the Proposal subject to changes as provided for in the Construction Contract.

The full names and residences of all persons and parties interested in this Proposal as principals are as follows below. Note: For each person, give first and last names in full. Record each member of the co-partnership; in the case of a corporation, give the names of the president, Secretary, Treasurer, Manager, and Directors, and state the place of incorporation.

This Proposal is hereby respectfully submitted by:

_____

_____

_____

_____

_____

_____

_____

(Bidder's Signature)

_____

(Bidder's Business Address)

_____

_____

_____

If Proposal is submitted by a Corporation,
Affix Seal.

Dated:_____

the _____ day of_____, 20_____

NON-COLLUSION AFFIDAVIT

(To be dated and executed by the successful Bidder before the award of the Contract.)

STATE OF _____)

COUNTY OF _____)

_____ being first duly sworn, deposes and says that he is _____(sole owner, a partner, president, secretary, etc.) of _____, the party making the foregoing proposal or bid; that such bid is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, sought by agreement or collusion or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead profit, or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Township, or any other person interested in the proposed Contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not, directly or indirectly, submitted this bid, or the contents thereof, or divulged information or data relative thereto, to any association or to any member of agent thereof, or to any person whatsoever.

_____
(Affiant)

SWORN AND SUBSCRIBED TO
BEFORE ME THIS _____ DAY
OF _____, 2014

_____
Notary Public in and for

_____
My Commission Expires

P.L. 1975, C. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

AFFIRMATIVE ACTION REGULATIONS:

During the performance of this contract, the contractor agrees as follows:

A. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard tot the age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause;

B. The contractor or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex.

C. The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Compliance Officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The contractor or subcontractor, where applicable, agrees to comply with any Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

E. The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

F. The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and

court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

I. The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action office as may be required by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be required by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Bidder:_____

AFFIRMATIVE ACTION AFFIDAVIT

STATE OF _____

COUNTY OF _____ SS

I _____ of the (City, Town, Borough) of _____

in the County of _____, State of _____ of full age, being duly sworn according to law on my oath depose and say that:

1. I am (President, partner, owner) of the firm of _____ a bidder making a proposal upon the above named project.
2. _____ (does, does not) (cross out as appropriate) have 50 employees or more inclusive of all officers and employees of every type.
3. I am familiar with the affirmative action requirements of P.L. 1975, c. 127 and rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.
4. _____ has complied with all the affirmative action requirements of the State of New Jersey, including those required by P.L. 1975, c. 127 and the rules and regulations issued by the Treasurer, State of New Jersey pursuant thereto.
5. I am aware that if _____ does not comply with P.L. 1975, c. 127 and rules and regulations issued pursuant thereto, that no monies will be paid by the State of New Jersey, County of _____ (City, Town, Borough) of _____, until and affirmative action plan is approved. I am also aware that the contract may be terminated and the _____ may be debarred from all public contracts for a period of up to five (5) years.
6. If my workforce is in excess of 49 employees, or in the event my workforce increases to 50 employees, I must contact the State Affirmative Action Office and complete an Employee Information Report.

Subscribed and sworn to before me this _____ day of _____, 19_____.

_____
(Signature of Authorized Representative)

_____
(Seal) Notary Public of New Jersey

_____
Name and Title

TOWNSHIP OF POHATCONG
DISCLOSURE OF OWNERSHIP FORM

N.J.S.A. 52:25-24.2 reads in part that "no corporation or partnership shall be awarded any contract by the State, County, Municipality or School District, or any subsidiary or agency thereof, unless prior to the receipt of the submission of the corporation or partnership, there is provided to the public contracting unit a statement setting forth the names and addresses of all individual who own 10% or more of the stock or interest in the corporation or partnership".

1. If the professional service entity is a *partnership*, then the statement shall set forth the names and addresses of all partners who own a 10% or greater interest in the partnership.

2. If the professional service entity is a *corporation*, then the statement shall set forth the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class.

3. If a corporation owns all or part of the stock of the corporation or partnership providing the submission, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that corporation.

4. If the professional service entity is other than a corporation or partnership, the contractor shall indicate the form of corporate Ownership as listed below.

COMPLETE ONE OF THE FOLLOWING STATEMENTS:

I. Stockholders or Partners owning 10% or more of the company providing the submission:

NAME: ADDRESS:

_____

_____

_____

_____

SIGNATURE: _____ DATE: _____

II. No Stockholder or Partner owns 10% or more of the company providing this submission:

SIGNATURE: _____ DATE: _____

III. Submission is being provided by an individual who operates as a sole proprietorship:

SIGNATURE: _____ DATE: _____

IV. Submission is being provided by a corporation or partnership that operates as a (check one of the following):

_____ Limited Partnership _____ Limited Liability Corporation

_____ Limited Liability Partnership _____ Subchapter S Corporation

SIGNATURE: _____ DATE: _____

051

STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED SUM

THIS AGREEMENT is dated as of the ____ day of _____ in the year 2014 by and between **Township of Pohatcong**, having municipal offices at 50 Municipal Drive, Phillipsburg, NJ 08865, hereinafter called "OWNER") and _____, having an address of _____, (hereinafter called "CONTRACTOR").

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

The CONTRACTOR shall deliver one Trackless Tractor, as specified or indicated in the CONTRACTOR'S Proposal.

Article 2. CONTRACT TIMES.

2.1. The Tractor shall be delivered to the Pohatcong Township Municipal Building, 50 Municipal Drive, within thirty (30) days of the date of this Contract subject to material shortages and other events beyond the CONTRACTOR'S control.

Article 3. CONTRACT PRICE.

3.1. OWNER shall pay CONTRACTOR for delivery of the Tractor in accordance with the Contract Documents the sum of _____ ($_____) Dollars.

Article 4. PAYMENT PROCEDURES.

4.1 OWNER shall make payment in full upon delivery of the Tractor in conformance with the bid proposal, together with all manuals and warranties, within 30 days of CONTRACTOR submitting an invoice together with the appropriate voucher.

Article 5. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

5.1. CONTRACTOR has fully familiarized itself with the bid specifications prior to the submission of its bid.

5.2 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Tractor.

5.3 CONTRACTOR represents that it has substantial knowledge, experience and expertise as a manufacturer/dealer of Tractor and further represents that the Tractor as specified can be manufactured and delivered as contemplated in the CONTRACTOR'S bid proposal subject to the exceptions identified therein.

Article 6. CONTRACT DOCUMENTS.

6.1 The Contract documents consist of this Contract and the Proposal of _____, CONTRACTOR, inclusive of the Bid Proposal, Bid Bond of Fidelity Surety, Consent of Surety, Power of Attorney, Certificate of Insurance, Certificate of Employee Information Report, one-page Proposal reflecting a unit price of $_____, Completed Pohatcong Township Technical Specifications, Township of Pohatcong's Information to Bidders, Conditions Governing Award of Contract, Non-Collusion Affidavit, Affirmative Action Regulations, and Ownership Disclosure Statement, which said documents are incorporated herein by reference.

6.2 All manuals, warranties, and other information provided by Kohler and/or the manufacturer of any installed equipment.

6.3 There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified or supplemented by a written agreement executed by OWNER and CONTRACTOR.

Article 7. MISCELLANEOUS

7.1. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

7.2. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

7.3 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the CONTRACT DOCUMENTS shall be reformed to replace such stricken provision or part

thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

AFFIRMATIVE ACTION COVENANT

The OWNER and CONTRACTOR hereby incorporate into this Contract, by reference, the mandatory affirmative action language of Subsection 3.4(a), N.J.A.C. 17:27-3.4 and N.J.A.C. 17:27-5.3 as promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the CONTRACTOR agrees to comply full with the terms, the provisions and the conditions of Subsection 3.4 and of Section 5.3.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR.

This Agreement will be effective on _____, (which is the Effective Date of the Agreement).

TOWNSHIP OF POHATCONG

OWNER:_____ Attest_____
JAMES R. KERN, III, MAYOR WANDA KUTZMAN,CLERK
(CORPORATE SEAL)

CONTRACTOR _____ Attest_____

(CORPORATE SEAL)

Address for giving notices:

Township of Pohatcong
50 Municipal Drive
Phillipsburg, New Jersey 08865

Address for giving notices:

(Contractor)